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April 7, 2017

John S. Gladd
Atkinson, Haskins, et al
525 South Main Street, Suite 1500
Tulsa, Oklahoma 74101

**Re: Patrik McCall and Malinda McCall,
Plaintiffs
v.
State Farm Fire and Casualty Company,
Defendant
Case No: 6:16-cv-00457-RAW
United States District Court
Eastern District of Oklahoma**

Dear Mr. Gladd:

The following report details to date my pertinent observations, opinions and conclusions and can be changed only in writing by the undersigned. My opinions are based upon my review of the documentation provided to me and the observations made during my inspection of the McCall home conducted on January 20, 2017. In forming my opinions I utilized my thirty-eight (38) years of experience as a construction general contractor as well as my formal education, training and knowledge previously acquired. I reserve the right to supplement this report to address additional information made available to me and to provide illustrative exhibits at a later date.

DOCUMENTS REVIEWED

- McCall Claim bates stamped SF_000001-SF_000481
- Joint Status Report
- Plaintiff's Petition
- Plaintiff's Expert Reconstruction & Estimates



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- Plaintiff, Patrik McCall's Responses to SF Requests for Production & Interrogatories
- Plaintiff, Malinda McCall's Responses to SF Requests for Production & Interrogatories
- Patrik McCall's Responses to SF Request for Admissions
- Malinda McCall's Responses to SF Request for Admissions
- Plaintiff's Initial Disclosures, SF Initial Disclosures and Joint Status Report
- Deposition of Patrik Clay McCall taken on 1/12/17
- Deposition of Malinda McCall taken on 1/12/17
- Expert report of Alice Young
- "Base Service Charges and Labor Efficiencies in Xactimate", published by Xactware, updated 1/11/11.
- Eagle View Satellite Imagery

QUALIFICATIONS

In the course of my career as a general contractor/consultant I have examined several hundred structures for damages. My firm has provided property restoration services on hundreds of structures. The damaged properties were covered by insurance policies issued by at least twenty (20) different insurance carriers. I routinely examine damaged structures and submit construction proposals to the public for their restoration. In the regular course of business I estimate the construction cost and outline the scope of work that is an integral part of my firm's offers to contract for needed property restoration. I have performed construction work in twenty-two (22) states. I utilize the Xactimate software estimating system and have done so for more than fifteen (15) years. I interface with insurance professionals and have developed a keen understanding of the customary means, methods and pricing for the restoration of damaged real property.

BACKGROUND

Patrik and Malinda McCall (McCall), owners of the property located at 144 West Chicken Fight Road, Atoka, Oklahoma, filed an insurance claim with State Farm Fire and Casualty Company (State Farm) on or about 4/17/11 under the insurance policy #36-CZ-9281-5. The reported date of loss was April 14, 2011. State Farm assigned claim #36-F399-982 to the loss event. Other relevant background information includes:

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1. State Farm inspected the McCall property on 5/3/14. State Farm's estimate of damage (RCV) totaled \$80,356.45 and was completed on May 3, 2013.¹ The actual cash value (ACV) was determined to be \$64,770.49.
2. Approximately seventeen (17) months later, McCall submitted some unreadable handwritten invoices to State Farm. A week later they were re-submitted. Their total was \$48,250.² Apparently, McCall was going to submit photographs to support a claim of additional damages he believed were not included in the State Farm damage estimate, but did not.
3. State Farm continued for the next six (6) months to inquire about a breakdown and/or further delineation of the invoices/estimates McCall submitted, but to no avail. State Farm also requested photographs or documentation the on additional storm damaged items claimed by McCall or his contractor(s) during the course of work, if any. It appears that none were provided by McCall.
4. On 5/1/13 McCall submitted a signed contract with Eldridge Construction (Eldridge). The contract was dated 4/15/13 and totaled \$192,510.00. State Farm requested an itemized estimate in support of the \$192,510 for further review and reconciliation. It appears this was not provided by McCall.
5. Suit was filed by McCall on or about March 2, 2016.
6. Alice Young (Young) of Brown O'Haver, a public insurance adjustment firm, issued a report in this matter dated March 3, 2017. Included in the report is a \$213,462.36 damage estimate formulated using the Xactimate estimating software program and dated July 13, 2016.
7. As of January 20, 2017, the restoration work estimated by State Farm had not been completed.

DESCRIPTION

The McCall home is a two level, single family residential structure located in Atoka, Oklahoma. The home appears to be constructed on a typical cast-in-place concrete footing and stem wall and is framed with dimensional lumber. The roof covering is standing seam metal. The exterior cladding consists primarily of natural stone veneer with some EIFS (exterior insulation and finishing system) treatments and for the purposes of this report is deemed to face north.

¹ McCALL CLAIM 36-F399-982 SF_000189-000201

² McCALL CLAIM 36-F399-982 SF_000025-000026

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The detached garage is a pre-engineered metal building clad with stone veneer at the north elevation. The remaining exterior walls are clad in EIFS. The structure's roof is galvanized "R" panel metal roofing attached to purlins with screws and neoprene washers.

ISSUE

The Plaintiffs in this matter claim that State Farm underestimated the cost to repair the storm damages and that, instead, the Alice Young estimate for \$213,462.36 accurately reflects the cost to restore the damages to the subject building structures. I reviewed the documents outlined above, conducted a site visit and photographed the property on 1/20/17 in order to form opinion(s) concerning:³

1. The nature and extent of the storm damages as well as the extent of the restoration work completed by the Plaintiff.
2. The reliability of Young's \$213,462.36 property damage report/estimate with print date 7/13/16.

³ More than 900 photographs were taken to record the observed conditions at the site on January 20, 2017. Only a portion of those photographs appear in this report and are intended to be representative of, but not a complete depiction, of all observations.

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3. The reliability and adequacy of State Farm's \$80,356.45 damage repair estimate with print date 5/03/11.

OPINIONS

Opinion #1: I observed evidence of hail damage to the metal roofing panels and related roofing appurtenances at the main residence as well as the detached garage building. I observed minor denting to some individual sections of the metal overhead doors. Although some of the work estimated by State Farm appears to have been completed, much of the work estimated and the funds paid by State Farm have not been used to restore the property.

- 1.1 It appears that repairs to the gutters and gutter screens have been addressed and the broken window sashes on the home have been replaced. The interior damages estimated by State Farm at the Utility Room, Theater and Upstairs Closet have been repaired; however, the repairs to the Garage have not been performed. Less than \$5,000 of the work estimated by State Farm has been completed.

- 1.2 The following items, estimated and paid by State Farm, have not been repaired:

- R & R Standing seam metal roofing
- R & R Ridge Cap – metal roofing
- R & R Valley metal – (W) profile-painted
- R & R Flashing – pipe jack – 6"
- R & R Exhaust cap – through roof
- Prime & paint roof jack
- R & R ½" drywall – hung, taped, floated, ready for paint
- R & R Batt insulation – 6" – R-19
- Seal/prime the surface area – one coat
- Paint the ceiling – one coat
- Detached garage
 - R & R Metal roofing
 - R & R Ridge Cap – metal roofing
 - R & R Gable trim for metal roofing
 - R & R Sectional overhead door, 10' x 12' – insulated
 - R & R Sectional overhead door, 12' x 14' – insulated

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Opinion #2: *Young's estimate, dated 7/13/16, is based upon a scope of work that goes well beyond the restoration of damages caused by wind and/or hail. The estimate is woefully inaccurate and without merit as it is inflated and misrepresents what will actually be required to restore the property. The estimate is unreliable for determining the proper cost to restore the property to its pre-loss condition.*

2.1. Young's estimate⁴ includes items that were not hail damaged. Although not intended to be an exhaustive recount, examples include:

- Rear yard metal fencing. The fence exhibits signs of wear and deferred maintenance and not hail damage (\$16,560.00).



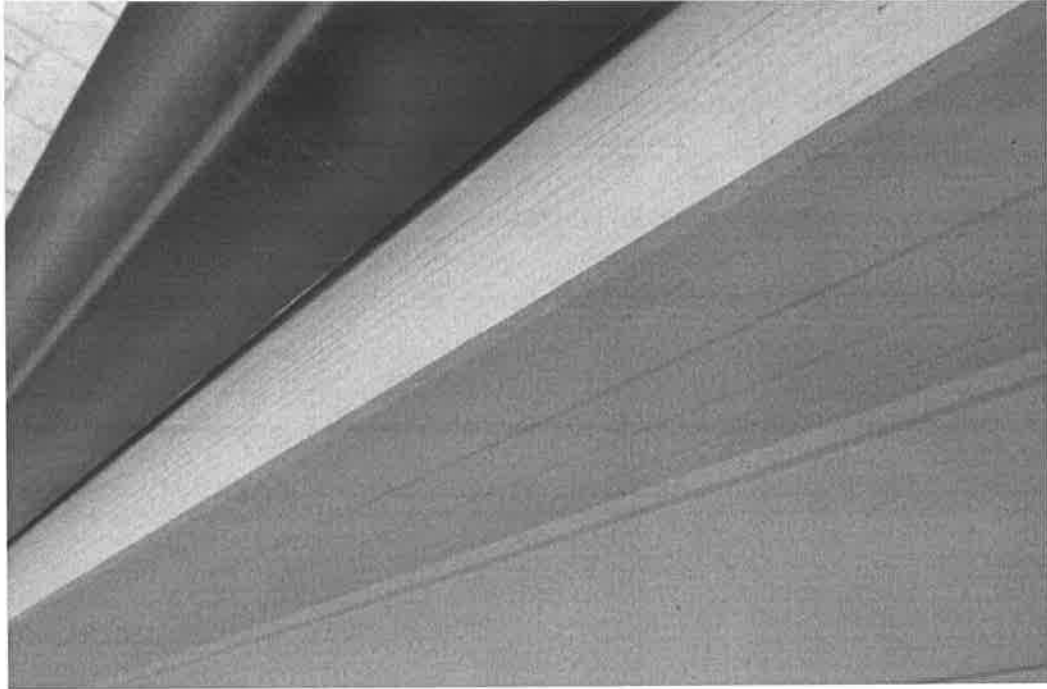
- Replacement of fascia and soffit. The soffit is protected from hail because it faces the ground. Also, much of the fascia is protected by the gutter and shielded from possible hail strikes. I observed no hail damage to openly exposed fascia (\$12,780.00).⁵

⁴ Alice Young damage estimate, print date 7/13/16.

⁵ Ibid, line item #5 minus the \$1,500 for gutters established in the Russell Eldridge 7/24/12 Statement.

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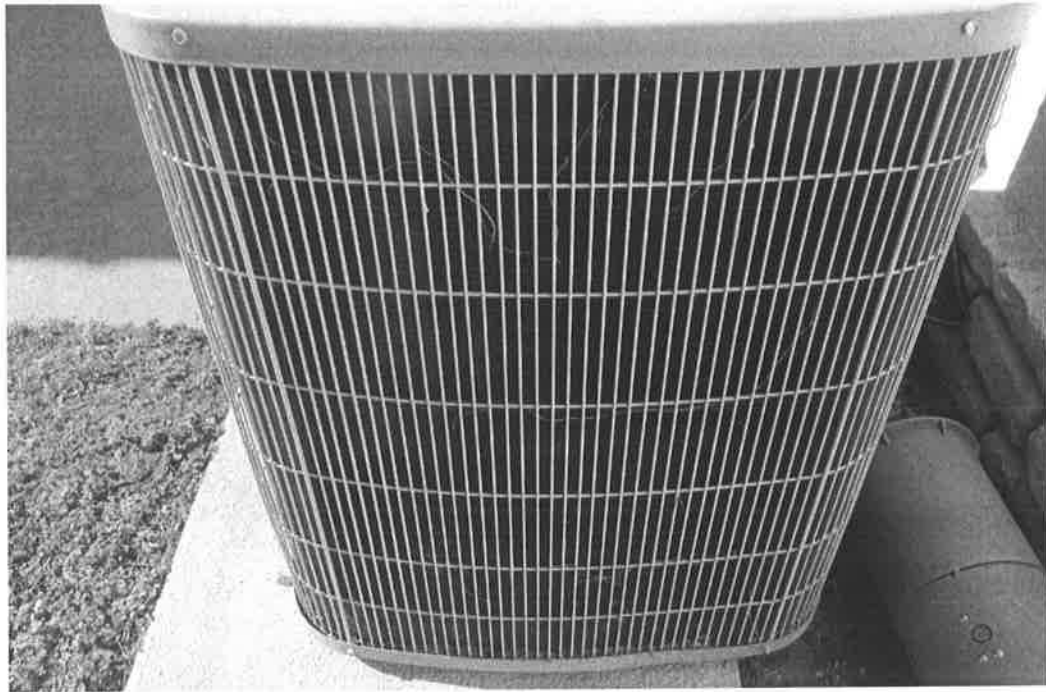
- Replace copper weathervane. Not hail damaged (\$473.70).
- Replace vinyl cupola. Not hail damaged (\$1612.50).



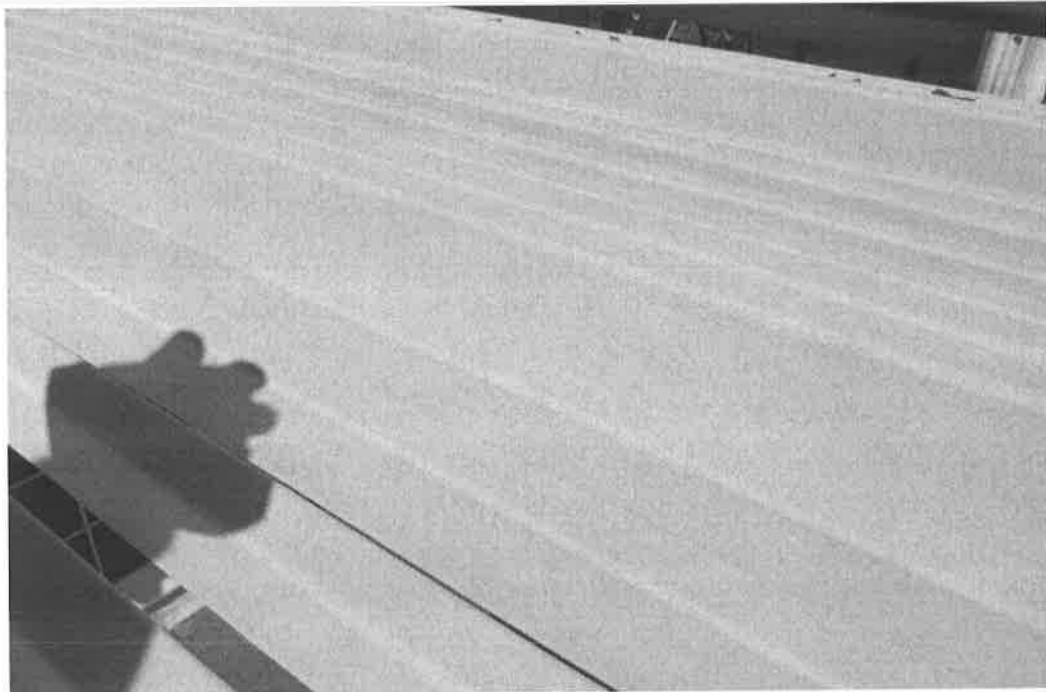
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- Comb A/C condensers. Not hail damaged (\$632.30).⁶



- Replace vinyl Pergola w/ general labor. No hail damage (\$5,804.24).⁷



⁶ Alice Young damage estimate, print date 7/13/16, sum of lines 19 and 22.

⁷ Ibid, sum of lines 24 and 25.

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- Screened Porch and related components when there was minor wind damage to the screen door hardware, only (\$1,022.68).⁸



2.2. Some of Young's interior restoration work items are also unnecessary to accomplish the repair of storm damage. Several examples include:

- Dining Room (\$947.00)
 - Sand, stain, and finish wood floor
 - Content Manipulation
- Kitchen/living room (\$2,851.00)
 - Sand, stain, and finish wood floor

⁸ Ibid, sum of lines 30-35.

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- Seal/prime part of the ceiling – one coat
- Paint the ceiling – one coat
- Mask and prep for paint-plastic, paper, tape (per LF)
- Hallway (\$691.86)
 - Sand, stain, and finish wood floor
 - Seal/ then paint the ceiling (2 coats)
 - Mask and prep for paint-plastic, paper, tape (per LF)
- Office (378.57)
 - Mask and prep for paint-plastic, paper, tape (per LF)
 - Sand, stain, and finish wood floor
 - Seal/ then paint the ceiling (2 coats)
- Upstairs bedroom (\$1,433.73)
 - Remove & replace (R & R) carpet pad
 - Replace carpet
 - Seal/prime the ceiling (2 coats)
 - R & R Window seat – paint grade
 - Paint window seat – one coat
- Upstairs Exercise room (\$611.01)
 - R & R ½" drywall ceiling
 - Texture ceiling
 - Paint the ceiling – 2 coats
 - Mask and prep for paint-plastic, paper, tape (per LF)
 - Detach & reset (D & R) casing - 2 ¼"
 - Paint casing – one coats
 - D & R light fixture
- Chandelier Room (\$4,540.56)
 - Replace carpet
 - R & R carpet pad
 - R & R ½" drywall – walls & ceiling
 - Drywall Patch
 - Texture walls and ceiling
 - Paint the walls – one coat
 - Seal then paint the ceiling (2 coats)

2.3. Young's estimate includes approaches to the restoration work that are excessive. Examples include:

- Complete replacement of windows. Instead of replacing just the individual broken window sashes, Young calls for the replacement of all windows in the home, apparently because the window manufacturer no longer produces the model used in the McCall home. (\$34,454.40). Some of the current windows contain some brass inlay, but this occurs infrequently and

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only at the upper lites—none of which were damaged. Replacements for the window sashes that were actually damaged can be made to fit the existing conditions. It should be noted that the home's broken windows had already been repaired at the time of my site visit, and without a full replacement of all windows.

- Young's misguided direction on addressing the windows in the home further necessitates her estimate line item #37 for new custom interior trim work (\$9,000.00). This need arises only due to her mistaken claim that the windows throughout the home must be replaced.

2.4. Young programmed the Xactimate estimating software to "factor in" what Xactimate terms "base service charges" (BSC). This served to inflate the estimate. Considering the work needed to restore the damages in this matter, calculating the (BSC) in the "broken out" format comports with industry standard and common practices. This is supported by the guidelines promulgated by Xactware, the manufacturer of Xactimate.⁹

2.4.1. The following table demonstrates the impact of the "factoring in" of BSC versus the "broken out" BSC methodology for items found in the State Farm estimate. The resulting increases in the individual unit pricing are shown on a percentage basis:

Methodology Comparison: Base Service Charges (BSC)

	Remove	Replace	Total	Xactimate BSC Factored in	Xactimate BSC Broken Out	%
Drywall	\$ 0.26	\$ 1.33	\$ 1.59	\$ 1.59	\$ 1.39	114%
Insulation	\$ 0.22	\$ 0.82	\$ 1.04	\$ 0.99	\$ 0.99	100%
Metal roof	\$ 0.31	\$ 4.74	\$ 5.05	\$ 5.05	\$ 4.62	109%
Ridge cap	\$ 2.03	\$ 4.38	\$ 6.41	\$ 6.41	\$ 5.74	112%
Gable trim	\$ 0.52	\$ 4.15	\$ 4.67	\$ 4.67	\$ 4.32	108%
OHD 10' x 12'	\$ 52.00	\$ 1,334.22	\$ 1,386.22	\$ 1,386.22	\$ 1,347.06	103%
OHD 12' x 14'	\$ 52.00	\$ 1,715.12	\$ 1,767.12	\$ 1,767.12	\$ 1,727.96	102%
Screen door	\$ 3.15	\$ 56.79	\$ 59.94	\$ 59.94	\$ 59.42	101%
SS metal roof	\$ 0.31	\$ 5.92	\$ 6.23	\$ 6.23	\$ 5.70	109%
Valley metal	\$ 0.36	\$ 6.14	\$ 6.50	\$ 6.50	\$ 6.14	106%
Roof jack	\$ 4.39	\$ 43.97	\$ 48.36	\$ 48.36	\$ 45.14	107%
Remove steep 7/12	\$ 8.72	\$ -	\$ 8.72	\$ 8.72	\$ 8.72	100%
Replace steep 7/12	\$ -	\$ 28.11	\$ 28.11	\$ 28.11	\$ 23.60	119%
Remove steep 10/12	\$ 13.70	\$ -	\$ 13.70	\$ 13.70	\$ 13.70	100%
Replace steep 10/12	\$ -	\$ 48.97	\$ 48.97	\$ 48.97	\$ 41.87	117%

⁹ "Base Service Charges and Labor Efficiencies in Xactimate", published by Xactware, updated 1/11/11.

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Opinion #3: *State Farm followed industry standard methods in its determination of the proper cost to restore the storm damages to the dwelling structure and the detached garage building. The State Farm estimate expresses a scope of work that reasonably addresses observations that were consistent with damages caused by storm.*

- 3.1. State Farm appears to have inspected the property for storm damages using common practices. The four elevations and the roof were surveyed and photo documented to determine the extent of the damages.
- 3.2. State Farm conducted a site inspection on 5/3/11, not long after the loss occurred.
- 3.3. State Farm utilized Xactimate, a software estimating program with which I am familiar and use in the regular course of business, to estimate the storm damages. The Xactimate pricing database selected, OKAD9F_MAY11, is appropriate considering the date of the loss and the geographic locale in which the McCall property is located. The programmed sales tax rate of 9.5% is accurate.
- 3.4. The physical dimensions utilized in the State Farm's Xactimate estimate were closely aligned with those I observed during my site inspection.
- 3.5. Based upon photography, other available information and my site inspection, I believe the State Farm estimate total was adequate to restore the known storm damages; however, I have determined that some of State Farm's individual estimate items are more than what will be required to restore the observed damages.
- 3.6. Although a reconstruction estimate is a useful tool to advance the process of property reconstruction, it is a forward-looking projection of cost. Moreover, sometimes determining the extent of damages and appropriate costs become refined and better understood as the restoration process proceeds. As such, rarely is an estimate a perfect projection of what property damages will cost to restore.
 - 3.6.1. Consequently, it is common practice in the property restoration industry to submit "supplemental estimates" or information to an insurance carrier as the restoration process proceeds and additional damages and/or needs are noted and/or actual costs are identified. It is a restoration industry standard to share this additional construction damage/cost information so an "agreed upon scope and price" can be determined and maintained throughout the restoration process. As a restoration contractor, I have often participated in this process.

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3.6.2. My review of the documentation¹⁰ provided by the Plaintiff to substantiate actual costs or projected costs lack the information and detail that is necessary for them to be understood and compared to the State Farm estimates for the exercise of scope comparison/contrast, reconciliation and meaningful understanding of differences, if any. The Plaintiff has submitted no decipherable evidence for me to determine if additional damages are claimed or if restoration costs, over and above what State Farm estimated, are necessary.

Opinion #4: *Alice Young claims pricing discrepancies exist in the State Farm estimate. She created a "comparison estimate", print dated 6/30/16, and claims her analysis demonstrates that the State Farm estimate should have totaled \$103,566.48, even without any changes to State Farm's scope of work. I disagree. Young's data input is flawed and her conclusion is mistaken.*

4.1. The pricing discrepancies Young claims exist in the State Farm estimate arise due to her "factoring in" of Xactimate BSC. As explained above, it would be common practice among restoration contractors to estimate the BSC in the instant matter in a "broken out" format as this approach would be better suited to address labor efficiencies while allowing the contractor to remain competitive in the marketplace.

4.1.1 Young's "comparison estimate" subtotal is \$86,305.30 compared to State Farm's \$80,356.45 for the same work. This represents an unnecessary \$5,948.85 increase (+7%) and demonstrates the actual impact of her methodology in the present matter.

4.2. At any rate, Young's isolated comparison of the effects of different methodologies on addressing labor efficiencies in this matter is not determinative of whether the State Farm's estimate was adequate to restore the McCall property. As an example, State Farm's estimate appropriated \$1,564.82 for guttering¹¹; whereas, the estimate/invoice provided by McCall for the guttering work performed by Eldridge was only \$1,500.¹²

¹⁰McCALL CLAIM 36-F399-982 SF_000417-000420 and McCALL CLAIM 36-F399-982 SF_000322-000324

¹¹ McCALL CLAIM 36-F399-982 SF_000249

¹² McCALL CLAIM 36-F399-982 SF_000417

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I understand that discovery is in progress and I reserve the right to supplement this report to address additional information made available to me and to provide illustrative exhibits at a later date. Please find attached as a part of this report my current Curriculum Vitae which lists all cases in which I have given testimony, both at deposition and trial over the last four (4) years. It establishes my qualifications and my compensation.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Berryman". The signature is stylized with a large, looped "M" and a long, sweeping underline.

Michael J. Berryman
BERRYMAN ENTERPRISES, INC.

16-12-08E.Report

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CURRICULUM VITAE

Name: Michael J. Berryman
Born: September 23, 1957
Lincoln, Nebraska

Occupation:

President and Chief Executive Officer
Berryman Enterprises, Inc.
General Contractor / Consultant
426 N.W. 5th Street
Oklahoma City, Oklahoma 73102

Formal Education:

B.A., Vanderbilt University 1979
Molecular Biology

Licenses:

Qualifying Agent (QA) and/or Qualifying Managing Employee
(QME) for licensure and/or operating authorization in the following
states:

Louisiana	Arkansas
Virginia	Mississippi
West Virginia	Nebraska

Building Codes:

UBC	Uniform Building Code
BOCA	Building Officials and Code Administration
SBCCI	Southern Building Code Congress International
IRC	International Residential Code
IBC	International Building Code

Compensation Structure:

Expert services and review, study, estimation and written opinions shall be billed
at a rate of \$245.00/ hour.

Expert services at deposition and trial shall be billed at \$375.00/hour.

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Previous Depositions and Court Appearances:

- 1) The Kenneth Jack Holloway Separate Revocable Trust Dated September 17, 2002, as Amended v.
Roberson Realty Group, Inc. and Steven Michael Roberson v.
Impact Construction Services
Case #: CJ-2010-2151
County of Tulsa
State of Oklahoma
Deposition Date: March 12, 2013
- 2) Great Northern Insurance v.
John Watson Landscape Illumination, Inc.
Case #: 12-CV-25-CVE-FHM
United States District Court
Northern District of Oklahoma
Deposition Date: April 12, 2013
- 3) Douglas W. Brant d/b/a Bethany Medical Clinic v.
State Farm Fire and Casualty Company
Case #: CIV-12-656 F
United States District Court
Western District of Oklahoma
Court Hearing Testimony: May 1, 2013
- 4) Candelario Fuentes and Maria Fuentes v.
State Farm Lloyds, State Farm General Insurance Company and State
Farm Fire and Casualty Company
Case #: 2010-61039
11th Judicial District Court
Harris County, Texas
Deposition Date: July 3, 2013
- 5) Candelario Fuentes and Maria Fuentes v.
State Farm Lloyds, State Farm General Insurance Company and State
Farm Fire and Casualty Company
Case #: 2010-61039
11th Judicial District Court
Harris County, Texas
Trial Date: July 29 - 30, 2013
- 6) Todd N. Tipton and Constance J. Tipton v.
Matt Wilson Custom Homes, LLC, and Matt Wilson, an individual
Case #: CJ-2010-5567
District Court of Oklahoma County, State of Oklahoma
Deposition Date: September 4, 2013

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- 7) Manuel Owen and Lyn Owen v.
Farmers Insurance Company, Inc., a Kansas for profit insurance
Corporation
United States District Court
Case CIV-12-384-JHP
Eastern District of Oklahoma
Deposition Date: October 31, 2013
- 8) Oolagah Assembly of God Church v.
Western Fire Protection, Inc.
Case #: CJ-2011-555
District Court of Rogers County, State of Oklahoma
Deposition Date: November 4, 2013
- 9) Jeanie Marvick and Bob Tharp v.
State Farm Lloyds
Cause #: 11-CV-1249
56th Judicial District Court
Galveston County, Texas
Deposition Date: December 12, 2013
- 10) Paula Sue Miesowitz, as trustee of the Gray Family Revocable Trust
Dated 5/12/93 v.
Greater Plumbing, Inc., an Oklahoma Corporation, Doug Rankin,
individually, Cole's Quality Construction, Inc., an Oklahoma Corp.
Case #: CJ-2012-3635
District Court in and For Tulsa County, State of Oklahoma
Deposition Date: February 12, 2014
- 11) Shelba Bethel, an individual; The Shelba J. Bethel Trust; Lash
Enterprises, LLC, an Oklahoma corporation v.
Barnett-Clark Construction, LLC, an Oklahoma limited liability company;
Comfortworks, Inc., an Oklahoma corporation; C&S Heating and Air
Conditioning, Inc., an Oklahoma corporation; and Costigan & Associates,
Inc., an Oklahoma corporation
Case #: CJ-2010-55
District Court of Cleveland County, State of Oklahoma
Deposition Date: February 21, 2014
- 12) Trinity Baptist Church v.
Brotherhood Mutual Insurance Services, LLC and Sooner Claims Service,
Inc.
Case #: CJ-2011-1157
District Court of Oklahoma County, State of Oklahoma
Deposition Date: May 9, 2014

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- 13) Kimberley K. Ramsey v.
Farmers Insurance Company, Inc., a Kansas Corporation, and Farmers
Insurance Exchange
Case No. CJ-2013-962
District Court of Cleveland County, State of Oklahoma
Deposition Date: May 13, 2014
- 14) Maria D. Rodriguez v.
State Farm Lloyds and Luke Andrew Garcia
Case # DC-13-00992-K
192nd Judicial Court Dallas County, Texas
Deposition Date: June 4, 2014
- 15) Haiwang Tang and Xiaohong Hu v.
Richardson Homes
Case No. CJ-2012-0645
District Court of Oklahoma County, Oklahoma
Deposition Date: July 29, 2014
- 16) Gray Construction, Inc. and Burdette Construction Co., v.
Laura E. Knight
Case No. CJ-2012-545
District Court of Canadian County, Oklahoma
Deposition Date: August 7, 2014
- 17) AC Dwellings, LLC v.
John W. Shawver, III and Carrie M. Shawver
Case No. 71 527 E 00367 13
American Arbitration Association
Deposition Date: August 26, 2014
- 18) Bruce and Mary Ann Erickson v.
A.O. Smith Corporation et al.
Case No. 13-L-1962
In the Circuit Court Third Judicial Circuit Madison County, Illinois
Telephonic Deposition Date: October 21, 2014
- 19) Maria D. Rodriguez v.
State Farm Lloyds and Luke Andrew Garcia
Case # DC-13-00992-K
192nd Judicial Court Dallas County, Texas
Trial Testimony Date: October 29, 2014
- 20) Gwen LeClerc Revocable Living Trust v.
Candelaria Foster, LLC
Case No. 01-14-0000-5564
American Arbitration Association
Deposition Date: January 6 and 7, 2015

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- 21) Gwen LeClerc Revocable Living Trust v.
Candelaria Foster, LLC
Case No. 01-14-0000-5564
American Arbitration Association
Trial Testimony Dates: Feb. 26 and 27, 2015
- 22) Cynthia Stokes v.
Asian Restaurant, LLC
Case No: CJ-2013-2695
In the District Court of Oklahoma County
State of Oklahoma
Deposition Date: June 26, 2015
- 23) Tanya Read v.
Southwestern Roofing & Metal, Inc., et al.
Case No: CJ-2011-8864
In the District Court of Oklahoma County
State of Oklahoma
Deposition Date: July 7, 2015
- 24) Martin Brons and Donna Brons v.
3M Company, et al.
LASC Case No. BC565859
Superior Court of the State of California
County of Los Angeles-Civil Central West
Deposition Date: 7/24/15
- 25) Stephen R. Mastin, Peter Ricci, et al., v.
A.O. Smith Water Products Co. Inc., et al.
Index No. 190024/14 and 190424/13
County of Erie
Supreme Court of the State of New York
Deposition Date: 7/28/15
- 26) Martin Brons and Donna Brons v.
3M Company, et al.
LASC Case No. BC565859
Superior Court of the State of California
County of Los Angeles-Civil Central West
Trial Testimony Date: 9/15/15
- 27) Chris and Breann Lander v
American National Property & Casualty Co.,
Armstrong Bank and Rodney Cottrell
Case No. CJ-2014-202
In the District Court of Sequoyah County
State of Oklahoma
Deposition Date: 9/21/15

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- 28) Jordan Bundy v Mempt Landing Owner's Association, Inc.
CJ-2014-3797
In The District Court of Oklahoma County
State of Oklahoma
Deposition Date: 9/22/15

- 29) Metro Mart, LLC v North Star Mutual Insurance Co.
Case No. 14-CV-1210-F
United States District Court
Western District of Oklahoma
Deposition Date: 11/06/15

- 30) Larry Winslowe Lee and Susan Provost Lee v
AK Steel Corp., et al
File No.:5:13-CV-00826-FL
United States District Court for the Eastern District
Of North Carolina Western Division
Deposition Date: 11/18/15

- 31) Maverick Mart, LLC v North Star Mutual Insurance Co.
Case No. 14-CV-01165-F
United States District Court
Western District of Oklahoma
Deposition Date: 12/09/15

- 32) Flanagan Quality Homes, and Bill Flanagan v
Samuel Lee Daube, and Christi Daube, husband and wife
Case No. CJ-2014-249
In The District Court of Carter County
State of Oklahoma
Deposition Date: 01/18/16

- 33) Jerry and Christina Young v
State Farm Fire and Casualty Company
Cause No. CJ-2012-905-TS
In the District Court of Cleveland County
State of Oklahoma
Trial Testimony Date: 1/29/16

- 34) Ronnie and Sandi Bliss v
Shelter Insurance Company
Case No. CJ-2013-275
In the District Court of Payne County
State of Oklahoma
Deposition Date: 04/04/16

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- 35) Amanda LaBrier v
State Farm Fire & Casualty Company
Case No: 15-04093-NKL
United State District Court
Western District of Missouri Central Division
Deposition Date: 05/12/16

- 36) Roger Bain v
State Farm Fire and Casualty Company
Case No: CJ-2013-4032
In the District Court of Oklahoma County
State of Oklahoma
Deposition Date: 05/24/16

- 37) Global One Engineering, LLC v
SiteMaster, Inc.
Case No: 15 CV-583-CVE-FHM
United States District Court for the
Northern District of Oklahoma
Deposition Date: 08/30/16

- 38) Roger Bain v
State Farm Fire and Casualty Company
Case No: CJ-2013-4032
In the District Court of Oklahoma County
State of Oklahoma
Trial Testimony Date: 12/07/16

- 39) Global One Engineering, LLC v
SiteMaster, Inc.
Case No. 15 CV-583 CVE-FHM
In the United States District Court for the
Northern District of Oklahoma
Trial Testimony Date: 12/09/16

- 40) Jeffrey Bailey, Susan Hicks and Don Williams v
State Farm Fire and Casualty Company
Case No. 14-CV-00053-HRW
United States of District Court
Eastern District of Kentucky at Ashland
Deposition Date: 12/16/16

- 41) Bill Flanagan v
Lee Daube, et al
Case No. CJ-2014-249
In the District Court of Carter County
State of Oklahoma
Trial Testimony Date: 02/13/17

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- 42) Phillip & Charla Bird v
Barnett Building Co. and R.J. Byrd Construction, Inc.
Case No: CJ-2010-1605
In the District Court of Cleveland County
State of Oklahoma
Deposition Date: 02/22/17
- 43) Nolan Lamb v
Certainteed Corporation, et al.
Case No. MSC 15-00057
Superior Court of California
County of Contra Costa
Deposition Date: 02/27/17